

CLERK'S OFFICE U.S. DIST. COURT  
AT CHARLOTTESVILLE, VA  
FILED

SEP 24 2018

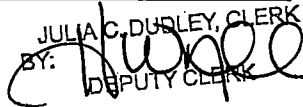
Pro Se 4 (Rev. 12/16) Complaint for a Civil Case Alleging Breach of Contract

## UNITED STATES DISTRICT COURT

for the

District of Virginia

Charlottesville Division, Federal Court.

~~James E. District Court, U.S. Marshals Service~~JULIA C. DUDLEY, CLERK  
BY:  DEPUTY CLERK

Case No.

3:18CV00088

(to be filled in by the Clerk's Office)

MARIA DEL PILAR POSE BEIRO

Plaintiff(s)

(Write the full name of each plaintiff who is filing this complaint. If the names of all the plaintiffs cannot fit in the space above, please write "see attached" in the space and attach an additional page with the full list of names.)

-v-

Jury Trial: (check one)

☐

Yes

☐

No

CFA INSTITUTE

Defendant(s)

(Write the full name of each defendant who is being sued. If the names of all the defendants cannot fit in the space above, please write "see attached" in the space and attach an additional page with the full list of names.)

## COMPLAINT FOR A CIVIL CASE ALLEGING BREACH OF CONTRACT

(28 U.S.C. § 1332; Diversity of Citizenship)

## I. The Parties to This Complaint

## A. The Plaintiff(s)

Provide the information below for each plaintiff named in the complaint. Attach additional pages if needed.

Name

MARIA DEL PILAR POSE BEIRO

Street Address

310 QUEENSBURY HOUSE, 17 EQUINOX SQ

City and County

UK - ENGLAND

State and Zip Code

LONDON - LONDONERKY

Telephone Number

00 34 644 277 756

E-mail Address

pb73266@gmail.com

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**B. The Defendant(s)**

Provide the information below for each defendant named in the complaint, whether the defendant is an individual, a government agency, an organization, or a corporation. For an individual defendant, include the person's job or title *(if known)*. Attach additional pages if needed.

**Defendant No. 1**

Name

CFA INSTITUTE

Job or Title *(if known)*

Street Address

915 EAST HIGH ST. CHARLOTTESVILLE

City and County

State and Zip Code

VIRGINIA 22902 USA

Telephone Number

434 951 5499

E-mail Address *(if known)*

Lisa.Sharp@cfa-institute.org

LISA IS A LEGAL COUNSEL AND SHE CAN RECEIVE LEGAL DOCUMENTS

**Defendant No. 2**

Name

Job or Title *(if known)*

Street Address

City and County

State and Zip Code

Telephone Number

E-mail Address *(if known)***Defendant No. 3**

Name

Job or Title *(if known)*

Street Address

City and County

State and Zip Code

Telephone Number

E-mail Address *(if known)***Defendant No. 4**

Name

Job or Title *(if known)*

Street Address

City and County

State and Zip Code

Telephone Number

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E-mail Address (if known) \_\_\_\_\_

**II. Basis for Jurisdiction**

Federal courts are courts of limited jurisdiction (limited power). Under 28 U.S.C. § 1332, federal courts may hear cases in which a citizen of one State sues a citizen of another State or nation and the amount at stake is more than \$75,000. In that kind of case, called a diversity of citizenship case, no defendant may be a citizen of the same State as any plaintiff. Explain how these jurisdictional requirements have been met.

**A. The Plaintiff(s)**

1. If the plaintiff is an individual

The plaintiff, (name) MARIA DEL PILAR POSE BEIRO, is a citizen of the  
State of (name) I AM SPANISH, I HAVE A SPANISH PASSPORT.  
AND I AM NOT A VIRGINIAN CITIZENSHIP

2. If the plaintiff is a corporation

The plaintiff, (name) CFA INSTITUTE, is incorporated  
under the laws of the State of (name) VIRGINIA,  
and has its principal place of business in the State of (name)  
VIRGINIA

(If more than one plaintiff is named in the complaint, attach an additional page providing the same information for each additional plaintiff.)

**B. The Defendant(s)**

1. If the defendant is an individual

The defendant, (name) \_\_\_\_\_, is a citizen of  
the State of (name) \_\_\_\_\_. Or is a citizen of  
(foreign nation) \_\_\_\_\_.

2. If the defendant is a corporation

The defendant, (name) \_\_\_\_\_, is incorporated under  
the laws of the State of (name) \_\_\_\_\_, and has its  
principal place of business in the State of (name) \_\_\_\_\_.  
Or is incorporated under the laws of (foreign nation) \_\_\_\_\_,  
and has its principal place of business in (name) \_\_\_\_\_.

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(If more than one defendant is named in the complaint, attach an additional page providing the same information for each additional defendant.)

**C. The Amount in Controversy**

The amount in controversy—the amount the plaintiff claims the defendant owes or the amount at stake—is more than \$75,000, not counting interest and costs of court, because (explain):

I will explain this point in a different sheet under point C. The Amount in Controversy.

**III. Statement of Claim**

Write a short and plain statement of the claim. Do not make legal arguments. State as briefly as possible the facts showing that each plaintiff is entitled to the damages or other relief sought. State how each defendant was involved and what each defendant did that caused the plaintiff harm or violated the plaintiff's rights, including the dates and places of that involvement or conduct. If more than one claim is asserted, number each claim and write a short and plain statement of each claim in a separate paragraph. Attach additional pages if needed.

The plaintiff, (name) MARIA DEL PILAR DOSE BEIRO, and the defendant, (name) CFA INSTITUTE, made an agreement or contract on (date) 04 Aug 2017. The agreement or contract was (oral or written) ORAL / WRITTEN. Under that agreement or contract, the parties were required to (specify what the agreement or contract required each party to do)

I will explain this point in a different sheet. under point III. Statement of Claim.

The defendant failed to comply because (specify what the defendant did or failed to do that failed to comply with what the agreement or contract required)

I will explain this point in a different sheet. under point III Statement of Claim.

The plaintiff has complied with the plaintiff's obligations under the contract.

**IV. Relief**

State briefly and precisely what damages or other relief the plaintiff asks the court to order. Do not make legal arguments. Include any basis for claiming that the wrongs alleged are continuing at the present time. Include the amounts of any actual damages claimed for the acts alleged and the basis for these amounts. Include any punitive or exemplary damages claimed, the amounts, and the reasons you claim you are entitled to actual or punitive money damages.

I will explain this point in a different sheet, under point IV. Relief.

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**V. Certification and Closing**

Under Federal Rule of Civil Procedure 11, by signing below, I certify to the best of my knowledge, information, and belief that this complaint: (1) is not being presented for an improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of litigation; (2) is supported by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law; (3) the factual contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery; and (4) the complaint otherwise complies with the requirements of Rule 11.

**A. For Parties Without an Attorney**

I agree to provide the Clerk's Office with any changes to my address where case-related papers may be served. I understand that my failure to keep a current address on file with the Clerk's Office may result in the dismissal of my case.

Date of signing: 05th September 2018

Signature of Plaintiff

Printed Name of Plaintiff

MARIA DEL PILAR ROSE BEIRO

**B. For Attorneys**

Date of signing: \_\_\_\_\_

Signature of Attorney

Printed Name of Attorney

Bar Number

Name of Law Firm

Street Address

State and Zip Code

Telephone Number

E-mail Address

05 September 2018.

## II. BASIS OF JURISDICTION

### C. The amount in controversy.

Me, the plaintiff confirms that the amount in controversy is \$80000 in compensatory damages and \$160000 in punitive damages, not counting interest and costs of court.

My complaint sets forth 3 causes of action: breach of contract, punitive damages for breach of contract and breach of contract accompanied by willful tort.

Below, I will explain in full what happened between both parties before me and the CFA Institute signed a written agreement on the 21<sup>st</sup> June 2018, which I allege they have breached alongside other allegations. The below will help to understand the situation.

In August 2016 I enrolled in the CFA Program and I signed a CFA Candidate Agreement.

In June 2017 I did the exam, CFA Level 2 held by the CFA Institute.

From 03<sup>rd</sup> June 2017, date that I did the exam until August, I complained to the Customer Services team due to different reasons (very poor facilities provided in the exam, results provided to me with 1-week delay, Customer Service team replying to my emails with 1-month delay...)

In August 2017 the results were announced and I failed the exam.

Since then, I feel that CFA Institute engaged in tortuous acts against me to make me feel intimidated.

Below are sufficient details to identify factual inaccuracies of the unethical behavior by the CFA Institute.

**1- On 4th August 2017, I received a phone call from Mr. Kaiser, Global Contact Center, Manager from the Cfa Institute.**

Mr. Kaiser, presented himself as a Client Service Representative. He called me to resolve some of the inconvenience that Cfa Institute had caused me. He asked me how I wanted to resolve the matter; first I asked for an exam fee refund that was rejected by him; then I asked for a change of mark of my exam to "a pass".

**1<sup>st</sup> Agreement (verbally).** Mr. Kaiser then said that he would be able to help me and offered me a retabulation. I knew what a retabulation was and suggested that this was not enough, I wanted a regrade. Mr. Kaiser agreed to get me a regrade of my exam to a pass if I stopped complaining, I agree and he agreed to call me back on the 7<sup>th</sup> August to confirm completion.

I have the full telephone conversation recorded to prove this verbal agreement between both parties.

4 hours later, Geoff Macdonald, Legal Counsel, sent an email saying the below:

*"We do wish to assist as we can under the circumstances. You claim to have a recording of your call with Mr. Kaiser. If you would like a copy of that recording to I would be happy to listen to it, confirm if Mr. Kaiser made the undertakings, what you do, and take appropriate action. Absent a copy of the recording I cannot confirm your allegations and must disagree."*

As you can see in the email, Geoff Macdonald, Legal Counsel, said that my allegations were false without even confirming with Mr. Jason Kaiser that what I was saying was true. Both of them work for the same company in the same office and Mr. Geoff Macdonald should have asked Mr. Kaiser, not me, this information.

If you read below, he also prohibits me to contact other CFA employees, including Mr. Kaiser, hence not giving me the chance to defend myself.

Mr. Macdonald added another inconsistency on the 4th August 2017:

*"However, since you claim to have engaged legal counsel, all further communications regarding your examination experience must now be directed to me and to my colleague, Lisa Sharp ([lisa.sharp@cfainstitute.org](mailto:lisa.sharp@cfainstitute.org)). Until further notice, neither Mr. Kaiser nor any of the other CFA Institute employees included on your several emails will be contacting you further regarding this matter. You should refrain from contacting CFA Institute employees further regarding this matter."*

However, on the 13th October 2017, Lisa Sharp, Legal Counsel, sent an email saying "There is no disagreement that Mr. Kaiser should have called you back on the 7th August".

Mr. Kaiser was directed by the CFA Institute to not call me back because he was not addressed to attend legal claims. But in fact, Mr. Jason Kaiser already knew that I was planning to take Legal action before he called. In fact, a few hours before his phone call, I sent an email warning of this. I had not engaged in Legal Counsel yet when I was contacted by Jason Kaiser, I was only warning them.

I had paid a service fee to the CFA Institute to contact the Customer Service if I had an enquiry. Prohibiting me to contact any CFA's employees under these circumstances was totally wrong.

After receiving the email from Mr. Geoff Macdonald, Legal Counsel, I felt that he was trying to intimidate me and he wanted to damage my reputation saying that I was telling false statements.

## **2- Investigation opened on the 1st September 2017 by the Professional Conduct.**

On 23rd August 2017 I sent an email to Mr. Kaiser, Global Contact Center Manager, and Lisa Sharp, Legal Counsel, where I said:

*"I still expect a satisfactory response asap to resolve the issue before going to Court. I am planning to bring this case to the Small Claims Court **by 1st September** to start with if we don't reach an agreement for misleading information provided by yourself and the CFA ". (This was referring to Mr. Jason Kaiser phone call on the 4<sup>th</sup> August where he promised to call me back on the 7<sup>th</sup> August to confirm my regrade.)*

On 24th August, Lisa Sharp, Legal Counsel replied:

*"CFA Institute is considering your conduct holistically before providing its next response. It is also the end of summer and many employees are on vacation. I ask for your reasonable patience. "*

However, what I received **on the 1st September** was an email from Roy Via and Jeff Stith, Investigators at the Professional Conduct department, opening an investigation for Misrepresentation. I found that this investigation was an excuse to use it against me and again, to damage my reputation, my morals and cause me psychologically damages to intimidate me.

Reasons they found to open an investigation: Professional Conduct by the CFA Institute alleged that I had sent a false invoice on the 16<sup>th</sup> August 2017 to Mr. Geoff Macdonald, Legal Counsel and Mr. Jason Kaiser, Customer Service Representative, requesting for an exam fee refund.

On the 1st September 2017 I was expecting communications from Lisa Sharp, Legal Counsel but she failed to do so until the 13th October 2017, after I opened a claim in the UK. However the only communication I received was this false allegation against me.

I allege that Mr. Jason Kaiser and Mr. Geoff Macdonald collaborated with the Professional Conduct, during August 2017, to open an investigation. This seems a conspiracy against me.

The investigation, by the Professional Conduct, was opened between 1st September 2017 to 11th January 2018 (they closed it and Professional Conduct did not find me guilty of Misrepresentation).

After it was closed, I have tried to speak with Jeff Stith, Head of Compliance and Roy Via, Investigator at the Professional Conduct to clarify a few things. For example:

- Why it was opened with the collaboration of Mr. Jason Kaiser, Customer Service Representative and Mr. Geoff Macdonald, Legal Counsel?
- Why it was opened on the 1st September (same day that I was expecting an email from Lisa Sharp, Legal Counsel)?
- Why it was closed the 11th January without charges against me (3 days after I filed a lawsuit in the Charlottesville Money Claim Court)? Was the CFA Institute waiting to see what I was doing before providing a resolution?
- Why such a simple case was opened for four months and a half without providing information about the timescales?

The last email I had to send to the Professional Conduct was on the 15th November 2017. This was the last opportunity that the CFA Institute gave me to defend my position. Normally Professional Conduct used to allow me 14 days to reply to their emails. However, they did not take a final decision until the 11th January 2018 (they took almost 2 months to finally reply and provide a resolution from the last email sent in November 2017 without explanation of the timescale).

**2nd Agreement sent by email.** Jeff Stith and Roy Via, Investigators at the Professional Conduct refused to provide explanation because we were in a lawsuit and they would be able to provide these clarifications requested once the lawsuit was resolved.

By now, my reputation at work was damaged. I used to work in the City of London in Banking. To progress my job career within the department I had to pass all the CFA exams. I had told my Manager that the CFA Institute had promised me a regrade but then the Legal Counsel alleged that I was saying false statements, and also, the Professional Conduct had opened an investigation, alleging false things. These allegations made me lose income and I had to leave my work. They will cause me loss of income in the future too.

Also, the above caused me moral, economic and reputational damage.

CFA Professional Conduct threatened me to suspend me to take part in the CFA Program during the investigation. During this time, I felt unable to enroll in the CFA program until I knew the outcome. I had



to wait 4 months and a half (without explanation from the CFA Institute of the timescale) to get a resolution and see if I could continue with my membership or if they would cancel it.

The whole process caused reputational damages in my work too and affected my work performance.

Also, each CFA exam is held in June and the exam lasts 6 hours. This means that a candidate has to start studying well in advance. For CFA Level 1 and Level 2 I had to start in September/October.

Because I was under investigation, I had to wait for the Professional Conduct's outcome. They threatened me to not being able to continue in the CFA Program and not being able to retake my CFA Level 2 exam again in June 2018. This means:

- What was the point for me to enroll in the CFA exam in September 2017 and start studying if I did not know if I would be able to take part of the CFA Program or I did not know how long they would need to take a resolution?
- I also did not know that if I had paid my exam fees and then Professional Conduct had found me guilty and I could not continue with the Program, maybe they would not refund my exam fees.

This was clearly an abuse of power.

Also, the investigation for "Misrepresentation" was opened on the 1st September 2017. The same month, I filed a claim in the Small Claims Court in the UK against the CFA Institute (before I filed one in the US); and the litigation in the UK lasted from September till November until it was struck out because CFA Institute is not governed by UK laws (as said before, on the 8<sup>th</sup> Jan 2018 I filed a Money Claim in the right jurisdiction, Charlottesville Money Claim Court).

While the dispute was opened in the UK and before it was struck out; Roy Via, Professional Conduct Investigator, did not find any inconvenience to address me some questions set forth in his letters. I was also able to ask him some questions regarding the Investigation procedure and he kindly helped me with my queries. The first litigation opened in the UK in September 2017, was no barrier to prevent Roy Via, Investigator at the Professional Conduct, to respond my questions or postpone the Investigation. If Professional Conduct did not want to communicate with me because we were in Litigation in the USA, why they did not apply the same procedure while we were in litigation in the UK?

Professional Conduct closed my Investigation on the 11th January 2018, without charges. However, they issued a cautionary letter, which means that CFA Institute can reopen the Investigation and suspend me from the CFA Institute.

### **III. STATEMENT OF CLAIM**

On 8<sup>th</sup> January 2018 I filed a claim in the Small Money at Charlottesville General District Court after my UK claim was struck out for lack of jurisdiction.

1<sup>st</sup> Verbal agreement received on 4<sup>th</sup> August was breached.

The Hearing Court date in Charlottesville Small Court was scheduled for the 22<sup>nd</sup> June 2018 but one day earlier CFA Institute and me signed an agreement. They proposed a retabulation but they did not comply with the retabulation with a regrade as promised by Mr. Jason Kaiser on the 4<sup>th</sup> August.

2<sup>nd</sup> Written agreement sent by the Professional Conduct was also breached.

I have tried to engage with Professional Conduct after the settlement agreement was signed. Once the lawsuit was over they said that I could contact them and request clarification about the investigation that I thought it was opened on purpose.

I thought that signing that contract I could get a pass as promised and I would recover my reputation within the Banking Industry and recuperate my loss income in the long run.

As I said, CFA Institute had promised me a pass rate in August 2017 which then they refused to do it and Professional Conduct opened an investigation without proper clarification from their side.

Both things affected my reputation at work because my Manager thought I was a liar and also my team believed I was not a Professional with high Ethics standards. Both cases impeded me to progress in my job, I had to leave and also my reputation within the Financial District in London was affected. This has made me lose a lot of money and I will incur in more losses in the near future.

I thought that agreeing to their Contract I could recover my reputation, morals and forget the tort that CFA Institute had caused me.

**The defendant, CFA Institute failed to comply because:**

They have breached their verbal contract on the 4<sup>th</sup> August 2017 and was not reflected on the Settlement agreement signed on the 21<sup>st</sup> June 2018 either. Also Professional Conduct did not comply with their written suggestion in February 2018 that they would clarify the purpose and timescales of the investigation among other things once we were not in litigation.

## **IV RELIEF**

- 1- Apart for my monetary relief I also want a pass rate of my exam as agreed.
- 2- \$8000 in compensatory damages.

As said before, Mr. Jason Kaiser's actions and the Professional Conduct investigation caused me moral, reputational damages at work.

I have lost my job due to CFA accusations; and during my job lasted I lost the opportunity to progress because they did not have any confidence on me.

I still have no job. I have recently attended an interview with another company and they contacted my previous employer to check references. My old employer explained the conflict between the CFA Institute and me. To defend myself I asked the Professional Conduct on 15<sup>th</sup> August 2018 to provide references to my potential employer, however Professional Conduct refused to make any statement

to confirm that the investigation was closed without charges; they did not want to mention anything about Mr. Kaiser's allegations either.

I would be able to show communications between me and Lisa Sharp, Legal Counsel notifying her, prior to sign the settlement of my difficult financial situation due to the CFA accusations.

My last job ended last Winter and my salary was \$70000 plus benefits and bonuses (approximately a 10% of my salary, \$7000). Approximately I have potentially lost this amount and I will potentially lose more in the long run due to lack of credibility within the London financial services. The Banking industry in London thinks or will think that I am not very professional with high Ethics standards once they check my references with my previous employer and CFA does not want to confirm that they closed the investigation because they could not find any reasonable reasons to accuse me of Misrepresentation.

As said before, our Hearing court date was on 22<sup>nd</sup> June 2018 and I had to fly to the US to attend the Hearing.

A week earlier Lisa Sharp sent me a settlement agreement, and because I was already flying to the US I asked her to meet in person to clarify some points, specially the one about the retabulation. She refused to meet me and I signed the contract being confident that CFA Institute would comply with the contract.

I tried to resolve the issues amicably face to face, CFA refused to meet in person, instead they made me believe that they would comply with the written settlement agreement they sent. I had to pay \$4000 in travel expenses all together that the CFA Institute should pay.

I had already booked the trip before I received the settlement offer and I took the opportunity to fly anyway to meet in person to negotiate and see if I could rely in their words.

I am also requesting \$160000 in punitive damages to deter the Cfa Institute from engaging in the same conduct in the future with any other candidate.

CFA institute acted inappropriately:

- After Mr. Jason Kaiser called me, Mr. Geoff Macdonald asked me for a phone call recording to make sure that my allegations were true.

Mr. Kaiser and Mr. Macdonald work for the same company, in the same building. Mr. Macdonald should make sure to ask Mr. Kaiser first if my allegations were true rather than Mr. Macdonald treating me like a liar and create this type of conspiracy against me.

Also, CFA Institute said that Mr. Kaiser did not record the telephone conversations, Lisa Sharp, Legal Counsel said that the Customer Service Managers were not recording telephone conversations during the August month. This is a professional malpractice, all Customer Service representatives, specially Managers like Mr. Kaiser, have an obligation to record conversations with customer to keep it in case there are future misunderstandings, like this one.

Also, CFA Institute recommends high ethics standards to the CFA candidates and members, they recommend to keep a copy of their recordings with clients for 7 years (CFA Institute obliges their candidates to study the CFA Ethics standards). If CFA Institute do not follow the same standard, it means that they are not an exemplary organization.

Mr. Kaiser and Mr. Macdonald's actions damaged my reputation and morals saying that my allegations were false

- As previously explained in detail, I allege that the Professional Conduct opened an investigation with the help of Mr. Kaiser, Manager at the Customer Service team and Mr. Macdonald, Legal Counsel to cause me harm, to intimidate me and hence stopping me to take further legal actions. Also it is unethical that Professional Conduct has never provided explanations about the timescales of the investigation, which it is the least that they could do. They are also refusing to provide clarification to potential employers and they harmed my reputation.
- I have informed several times to Lisa Sharp, Legal Counsel how much harm and stress the CFA Institute was causing me and I had to attend the psychologist several times. They seemed not to be bothered and they never provided an ADR until I filed a lawsuit. Customer Service never offered an apology either for the service provided.
- The defendant's conduct has always been extraordinarily offensive and some of their actions were intentionally to cause me tort and to intimidate me.
- I used to work in the City of London in Banking. To progress my job career within my previous job I had to pass all the CFA exams. I had told my Manager that the CFA Institute had promised me a regrade but then the Legal Counsel alleged that I was saying false statements. Also the Professional Conduct had opened an investigation, alleging false things.
- The above caused me moral, economic and reputational damage.
- CFA Professional Conduct threatened me to suspend me to take part in the CFA Program during the investigation. During this time, I felt unable to enroll in the CFA program until I knew the outcome. I had to wait 4 months and a half (without explanation from the CFA Institute of the timescale) to get a resolution and see if I could continue with my membership or if they would cancel it. I lost the opportunity to continue the CFA program and retake my exam
- The whole process caused me reputational damages at work and affected my work performance.
- I know I have the right to file a lawsuit against a company if I believe they have breached the Law. When I filed a claim in the US Court, Lisa Sharp, Legal Counsel threatened me that it would affect my work career. CFA Institute is a non profit organization and they promote High Ethics Standards within the Financial services worldwide; make such statement is just disrespectful.

Maria del Pilar Pose Beiro

